

11737-A-Z
RECORDATION NO. 11737
Filed 1425

Met-Ed GPU

APR 29 1980 1 45 PM
INTERSTATE COMMERCE COMMISSION

Metropolitan Edison Company
Post Office Box 542
Reading, Pennsylvania 19640
215-929-3601

APR 29 1 40 PM '80

Writer's Direct Dial Number
215-921-6175

I. C. C.
FEE OPERATION BR April 28, 1980

Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20423

Attention: Secretary

Dear Sir:

No. 0-120A124

Date APR 29 1980

Fee \$ 300.00

ICC Washington, D. C.

Enclosed for filing with the Commission pursuant to 49 C.F.R. Part 1116 are an original executed counterpart and two certified copies of a Mortgage Document as follows:

Mortgage Document: Indenture of Mortgage dated November 1, 1944 and the 26 Supplemental Indentures thereto listed on Schedule A attached hereto

Mortgagor: Metropolitan Edison Company


Mortgagee: Guaranty Trust Company of New York (now Morgan Guaranty Trust Company of New York)

Included in the property covered by the Mortgage Document is a Schnabel type railroad car with an attached mobile transformer. The AAR number for the railroad car is GPUX100. This car is used or intended for use in connection with interstate commerce. Mortgagor owns a 20% undivided interest in such railroad car and transformer as a tenant in common with its affiliates, Jersey Central Power & Light Company (which owns a 37% interest) and Pennsylvania Electric Company (which owns a 43% interest).

The railroad car is not specifically described in the Mortgage Document. However, included in the property covered by the Mortgage Document is all property or interests therein owned by Metropolitan Edison Company at the date of said Indenture of Mortgage or thereafter acquired by it.

Also enclosed is a check in the amount of \$300.00 to cover the recording fee. Please acknowledge this filing by stamping the recordation information on each of the instruments comprising the original executed counterpart of the Mortgage Document, for return to the undersigned.

Very truly yours,


J. S. Bartman
Vice President

kz

Enclosures

Metropolitan Edison Company is a Member of the General Public Utilities System

Countersigned for 26 copies Met-Ed sent back 4/1/80

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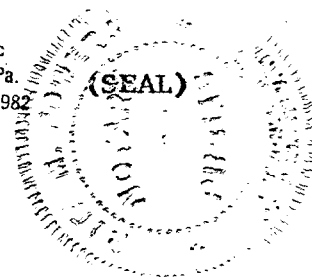
INTERSTATE COMMERCE COMMISSION

I, the undersigned Notary Public in and for the Commonwealth of Pennsylvania, County of Berks, do certify as follows: (1) I have examined the attached conformed copy of Supplemental Indenture dated (or dated as of) July 1, 1965 to Indenture of Mortgage dated November 1, 1944 between Metropolitan Edison Company and Guaranty Trust Company of New York (now Morgan Guaranty Trust Company of New York), Trustee, and have compared it with the original document; and (2) the attached conformed copy is a true and correct copy of the original document in all respects.

Witness my hand and seal this 28th day of April, 1980.

Rita M. Powers
Notary Public

RITA M. POWERS, Notary Public
Muhlenberg Twp., Berks County, Pa.
My Commission Expires Sept. 30, 1982



11737
[Conformed Copy with Recordation Data] RECORDED NO. FILED 1425

APR 29 1980 - 1 45 PM
INTERSTATE COMMERCE COMMISSION

METROPOLITAN EDISON COMPANY

TO

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,
as Trustee.

Supplemental Indenture

Dated July 1, 1965

MORGAN GUARANTY TRUST COMPANY OF NEW YORK
hereby certifies that its Residence and Post Office
Address is 23 Wall Street, Borough of Manhattan,
City of New York, New York 10015.

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,

By W. L. BAKER
Vice President.

THIS SUPPLEMENTAL INDENTURE, made the first day of July, 1965, between METROPOLITAN EDISON COMPANY, a corporation of the Commonwealth of Pennsylvania, hereinafter sometimes referred to as the "Company", party of the first part, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation of the State of New York, as Trustee under the Mortgage hereinafter referred to, hereinafter sometimes referred to as the "Trustee", party of the second part;

WHEREAS, the Company has heretofore executed and delivered to Guaranty Trust Company of New York, as Trustee, its Indenture dated November 1, 1944 (hereinafter sometimes referred to as the "Original Indenture"), which was duly supplemented by supplemental indentures dated February 1, 1947, May 20, 1947, September 1, 1947, September 1, 1948, October 4, 1949, February 1, 1950, July 19, 1950, December 1, 1950, March 1, 1952, May 1, 1953, July 1, 1954, October 1, 1954, June 1, 1957, May 1, 1960, December 1, 1962 and March 20, 1964, respectively, and which is hereby supplemented by this Supplemental Indenture, all of which are herein collectively referred to as the "Mortgage"; and

WHEREAS, in connection with the merger on April 24, 1959, of J. P. Morgan & Co. Incorporated into Guaranty Trust Company of New York, the corporate name of Guaranty Trust Company of New York was changed to Morgan Guaranty Trust Company of New York; and

WHEREAS, the Company desires by this Supplemental Indenture to create, and to define, in so far as the same is permitted by the Original Indenture, the form of and certain other matters with respect to the twelfth series of bonds to be issued under the Mortgage, to be designated "First Mortgage Bonds, 4 $\frac{5}{8}$ % Series due 1995" (hereinafter sometimes referred to as the "bonds of the 1995 Series"), and to provide for the issue thereof as coupon bonds and as fully registered bonds without coupons; and

WHEREAS, the Company also desires to subject specifically to the lien of the Mortgage certain property acquired by it since the execution and delivery of the Original Indenture and not specifically subjected to the lien thereof; and

WHEREAS, all conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument, in accordance with its terms, and for the purposes herein expressed, have been done, performed and fulfilled, and the execution and delivery hereof, in the form and terms hereof, have been in all respects duly authorized:

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH: That in consideration of the premises, and of the sum of One Dollar (\$1.00) to the Company duly paid by the Trustee at or before the ensealing and delivery of these presents, and for other valuable considerations, the receipt whereof is hereby acknowledged, the Company hereby covenants and agrees to and with the Trustee and its successors in the trusts under the Mortgage, as follows:

ARTICLE I.

CREATION OF FIRST MORTGAGE BONDS, 4 $\frac{5}{8}$ % SERIES DUE 1995, AND SPECIFICATION OF CERTAIN MATTERS WITH RESPECT THERETO.

SECTION 1. The Company hereby creates the twelfth series of bonds, not limited in principal amount, to be issued under and secured by the Mortgage, to be designated, and to be distinguished from bonds of all other series by the title, "First Mortgage Bonds, 4 $\frac{5}{8}$ % Series due 1995". All coupon bonds of the 1995 Series shall be dated July 1, 1965. All fully registered bonds of the 1995 Series shall be dated as provided in Section 2.01 of the Original Indenture. All bonds of the 1995 Series shall be payable on July 1, 1995, in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, and shall bear interest payable in like coin or currency, at the rate of four and five-eighths per centum (4 $\frac{5}{8}$ %) per annum, payable semi-annually on January 1 and July 1 of each year, beginning January 1, 1966, until maturity, according to the terms of the bonds or on prior redemption or by declaration or otherwise, and at the highest rate of interest borne by any of the bonds outstanding under the Mortgage from such date of maturity until they shall be paid or payment thereof shall have been

duly provided for, and (to the extent that payment of such interest is enforceable under applicable law) interest on any overdue installment of interest shall be payable at the highest rate of interest borne by any of the bonds outstanding under the Mortgage. Principal of and interest on the bonds of the 1995 Series shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York. The bonds of the 1995 Series shall be issuable in the form of coupon bonds registrable as to principal and in the form of fully registered bonds. Coupon bonds of the 1995 Series shall be issuable in the denomination of \$1,000. Fully registered bonds of the 1995 Series shall be issuable in the denominations of \$1,000 and any multiple of \$1,000 authorized by the Board of Directors of the Company. At the office or agency to be maintained by the Company in the said Borough of Manhattan and in the manner, subject to the limitations, and upon payment of the charges provided in the Mortgage, coupon bonds of the 1995 Series, with all unmatured coupons and any matured coupons in default thereto appertaining, may be exchanged for a like aggregate principal amount of fully registered bonds of such series, and fully registered bonds of such series may be exchanged for a like aggregate principal amount of coupon bonds of such series bearing all unmatured coupons and any matured coupons in default or for a like aggregate principal amount of fully registered bonds of such series of other authorized denominations. All bonds of the 1995 Series shall be redeemable at the option of the Company, on any date prior to maturity, as a whole, or from time to time in part, upon notice published as provided in Section 8.02 of the Original Indenture, at least once in each of four successive calendar weeks upon any business day of each such calendar week, the first publication to be not less than thirty days and not more than ninety days before such redemption date (provided, however, that if all the bonds of the 1995 Series at the time outstanding shall be fully registered bonds or coupon bonds registered as to principal, such publication need not be made, but, in lieu thereof, such notice may be given by mailing the same to each such registered holder directed to his registered address not less than thirty days and not more than ninety days before the redemption date), at the redemption prices (expressed in percentages of the

principal amount) set forth in the following table under "Regular Redemption Prices"; and the bonds of the 1995 Series shall also be redeemable on any date prior to maturity, in the cases hereinafter specified, on like publication (or mailing) of notice of such redemption, at the lower scale of redemption prices (expressed in percentages of the principal amount) set forth in the following table under "Lower Scale Redemption Prices"; together, in each case, with accrued interest to the date of redemption:

If redeemed during 12 months' period beginning July 1	Regular Redemption Prices	Lower Scale Redemption Prices	If redeemed during 12 months' period beginning July 1	Regular Redemption Prices	Lower Scale Redemption Prices
1965.....	105.52	100.90	1980.....	102.67	100.60
1966.....	105.33	100.88	1981.....	102.48	100.57
1967.....	105.14	100.87	1982.....	102.29	100.54
1968.....	104.95	100.85	1983.....	102.10	100.51
1969.....	104.76	100.84	1984.....	101.91	100.48
1970.....	104.57	100.82	1985.....	101.72	100.44
1971.....	104.38	100.80	1986.....	101.53	100.41
1972.....	104.19	100.78	1987.....	101.34	100.37
1973.....	104.00	100.76	1988.....	101.15	100.33
1974.....	103.81	100.74	1989.....	100.96	100.29
1975.....	103.62	100.72	1990.....	100.77	100.25
1976.....	103.43	100.70	1991.....	100.58	100.20
1977.....	103.24	100.67	1992.....	100.39	100.16
1978.....	103.05	100.65	1993.....	100.20	100.11
1979.....	102.86	100.62	1994.....	100.00	100.00

Redemption as a whole at said lower scale of redemption prices may be effected, as more fully provided in Section 8.08 of the Original Indenture, in the event (a) that all the outstanding common stock of the Company shall be acquired by some governmental body or instrumentality and the Company elects to redeem all the bonds of all series, the redemption date in any such event to be not more than one hundred twenty (120) days after the date on which all said stock is so acquired, or (b) that all or substantially all of the mortgaged property constituting bondable property which at the time shall be subject to the lien of the Mortgage as a first lien shall be released from the lien of the Mortgage pursuant to the provisions thereof, and available moneys in the hands of the Trustee, including any moneys

deposited by the Company for the purpose, are sufficient to redeem all the bonds of all series at the redemption prices (together with accrued interest to the date of redemption) specified therein applicable to the redemption thereof upon the happening of such event. Redemption as a whole, or from time to time in part, at said lower scale of redemption prices may also be effected out of cash deposited pursuant to Sections 5.07 and 5.08 of the Original Indenture, the premium, if any, and accrued interest in case of any such redemption to be provided for by the Company pursuant to the provisions of Section 8.07 of the Original Indenture. Any notice of redemption of bonds of the 1995 Series out of cash deposited pursuant to Sections 5.07 and 5.08 of the Original Indenture shall state that the redemption is to be effected out of cash deposited pursuant to Section 5.07 or Section 5.08, as the case may be.

SECTION 2. Bonds of the 1995 Series for the aggregate principal amount of Twelve million dollars (\$12,000,000), being the initial issue of bonds of the 1995 Series, may forthwith be executed by the Company and delivered to the Trustee and shall be authenticated by the Trustee and delivered (either before or after the filing or recording hereof) to or upon the order of the designated officer or officers of the Company, upon compliance by the Company with the appropriate provisions and requirements of Article IV of the Original Indenture.

SECTION 3. So long as any of the bonds of the 1995 Series shall be secured by the lien of the Mortgage, the term "minimum provision for depreciation" when used for any purposes under the Mortgage and with reference to any period of time shall mean an amount computed pursuant to the provisions of Article I, Section 5 of the Supplemental Indenture dated March 1, 1952.

SECTION 4. So long as any of the bonds of the 1995 Series shall be secured by the lien of the Mortgage, clause (A) (II) of Section 1.06 of the Original Indenture shall be deemed amended as set forth in the quotation contained in Article I, Section 4, of the Supplemental Indenture dated May 1, 1960.

SECTION 5. So long as any of the bonds of the 1995 Series shall be secured by the lien of the Mortgage, the first sentence of Section 5.20

holders of the bonds and of the Company in respect thereof, the rights, duties and immunities of the Trustee, and the terms and conditions upon which the bonds are, and are to be, issued and secured. The Mortgage contains provisions permitting the holders of not less than seventy-five per centum (75%) in principal amount of all the bonds at the time outstanding, determined and evidenced as provided in the Mortgage, or in case the rights under the Mortgage of the holders of bonds of one or more, but less than all, of the series of bonds outstanding shall be affected, the holders of not less than seventy-five per centum (75%) in principal amount of the outstanding bonds of such one or more series affected, except that if any such action would affect the bonds of two or more series, the holders of not less than seventy-five per centum (75%) in principal amount of outstanding bonds of such two or more series, which need not include seventy-five per centum (75%) in principal amount of outstanding bonds of each of such series, determined and evidenced as provided in the Mortgage, on behalf of the holders of all the bonds to waive any past default under the Mortgage and its consequences except a completed default, as defined in the Mortgage, in respect of the payment of the principal of or interest on any bond or default arising from the creation of any lien ranking prior to or equal with the lien of the Mortgage on any of the mortgaged property, subject to the condition that, in case the rights of the holders of less than all of the series of bonds outstanding shall be affected, no waiver of any past default or its consequences shall be effective unless approved by the holders of not less than a majority of all the bonds at the time outstanding. The Mortgage also contains provisions permitting the Company and the Trustee, with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of all the bonds at the time outstanding, determined and evidenced as provided in the Mortgage, or in case the rights under the Mortgage of the holders of bonds of one or more, but less than all, of the series of bonds outstanding shall be affected, then with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of the outstanding bonds of such one or more series affected, except that if any such action would affect the bonds of two or more series, the holders of not less than seventy-five per centum (75%) in principal amount of outstanding bonds of such two or more series, which need not include seventy-five per centum (75%) in principal amount of outstanding bonds of each of such series, determined and evidenced as provided in the Mortgage, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of

specified therein applicable to the redemption thereof upon the happening of such event. Redemption as a whole, or from time to time in part, at said lower scale of redemption prices may also be effected out of cash deposited pursuant to Sections 5.07 and 5.08 of the Mortgage, the premium, if any, and accrued interest in case of any such redemption to be paid out of cash deposited by the Company for the purpose.

The Mortgage provides that any notice of redemption of bonds may state that it is subject to the receipt of the redemption moneys by the Trustee before the date fixed for redemption and such notice shall be of no effect unless such moneys are received before such date.

The Mortgage provides that if the Company shall deposit with Morgan Guaranty Trust Company of New York, or its successor, as Trustee in trust for the purpose, funds sufficient to pay the principal of all of the bonds of any series, or such of the bonds of any series as have been or are to be called for redemption (including any portions, constituting \$1,000 or a multiple thereof, of fully registered bonds) and premium, if any, thereon, and all interest payable on such bonds (or portions) to the date on which they become due and payable at maturity or upon redemption or otherwise, and complies with the other provisions of the Mortgage in respect thereof, then from the date of such deposit such bonds (or portions) shall no longer be secured by the lien of the Mortgage.

The principal hereof may be declared or may become due prior to the express date of the maturity hereof on the conditions, in the manner and at the time set forth in the Mortgage, upon the occurrence of a completed default as in the Mortgage provided.

This bond is negotiable and shall pass by delivery unless registered as to principal at the principal office of the Trustee in said Borough of Manhattan, and such registration noted hereon, after which no valid transfer hereof can be made, except at such office or agency, by the registered holder in person or by his duly authorized attorney, and similarly noted hereon, until after registered transfer to bearer, but after such registered transfer to bearer this bond shall be again transferable by delivery. Such registration, however, shall not affect the negotiability of the coupons, which shall always remain payable to bearer, be treated as negotiable and pass by delivery. The Company and the Trustee, any paying agent and any bond registrar may deem and treat the bearer of this bond, if it is not registered as to principal, or, if this bond is registered as herein authorized, the person in whose name the same is registered, as the

absolute owner hereof, and the bearer of any coupon hereunto appertaining, as the absolute owner thereof, whether or not this bond or any such coupons shall be overdue, for the purpose of receiving payment and for all other purposes and neither the Company nor the Trustee nor any paying agent nor any bond registrar shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Mortgage or under or upon any obligation, covenant or agreement contained in the Mortgage, against any incorporator, or any past, present or future subscriber to the capital stock, stockholder, officer or director, as such, of the Company or of any predecessor or successor corporation, either directly or through the Company or any predecessor or successor corporation, under any present or future rule of law, statute or constitution or by the enforcement of any assessment or otherwise, all such liability of incorporators, subscribers, stockholders, officers and directors, as such, being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Mortgage.

Neither this bond nor the coupons attached hereto shall become valid or obligatory for any purpose until Morgan Guaranty Trust Company of New York, or its successor, as Trustee under the Mortgage, shall have signed the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, METROPOLITAN EDISON COMPANY has caused this bond to be signed in its name by its President or one of its Vice Presidents and its corporate seal, or a facsimile thereof, to be affixed hereto and attested by its Secretary or one of its Assistant Secretaries, and interest coupons bearing the facsimile signature of its Treasurer or one of its Assistant Treasurers to be attached hereto.

Dated: July 1, 1965.

METROPOLITAN EDISON COMPANY,

By
President.

Attest:

.....
Secretary.

[FORM OF INTEREST COUPON FOR BONDS OF THE 1995 SERIES]

\$

No.

On , , unless the bond hereinafter mentioned shall have been called for previous redemption and payment of the redemption price thereof shall have been duly provided for, METROPOLITAN EDISON COMPANY will pay to bearer, upon surrender of this coupon, at its office or agency in the Borough of Manhattan, The City of New York, the amount shown hereon (being six months' interest then due on said bond) in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, as specified in its First Mortgage Bond, 4 $\frac{5}{8}$ % Series due 1995, No. . This coupon shall be treated as negotiable.

.....
Treasurer.

The amount to be inserted in odd numbered coupons shall be \$23.13;
 the amount to be inserted in even numbered coupons shall be \$23.12.

[FORM OF FULLY REGISTERED BOND OF THE 1995 SERIES]

METROPOLITAN EDISON COMPANY

(Incorporated under the laws of the Commonwealth of Pennsylvania)

FIRST MORTGAGE BOND

\$.....

4 $\frac{5}{8}$ % Series due 1995

No.

DUE JULY 1, 1995

METROPOLITAN EDISON COMPANY, a corporation of the Commonwealth of Pennsylvania (hereinafter called the "Company"), for value received, hereby promises to pay to or registered assigns, Dollars on July 1, 1995, at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, and to pay interest thereon, semi-annually on January 1 and July 1 of each year, at the rate of four and five-eighths per centum (4 $\frac{5}{8}$ %) per annum, at said office or agency in like coin or currency, from the date hereof until this bond shall mature, according to its terms or on prior redemption or by declaration or otherwise, and at the highest rate of interest borne by any of the bonds out-

standing under the Mortgage hereinafter mentioned from such date of maturity until this bond shall be paid or the payment hereof shall have been duly provided for, and (to the extent that payment of such interest is enforceable under applicable law) to pay interest on any overdue installment of interest at the highest rate of interest borne by any of the bonds outstanding under said Mortgage.

This bond is one of an issue of bonds of the Company (herein referred to as the "bonds"), not limited in principal amount except as in the Mortgage hereinafter mentioned provided, issuable in series, which different series may mature at different times, may bear interest at different rates, and may otherwise vary as in the Mortgage hereinafter mentioned provided, and is one of a series known as its First Mortgage Bonds, 4 $\frac{5}{8}$ % Series due 1995 (hereinafter referred to as "bonds of the 1995 Series"), all bonds of all series issued and to be issued under and equally and ratably secured (except in so far as any sinking or analogous fund, established in accordance with the provisions of the Mortgage hereinafter mentioned, may afford additional security for the bonds of any particular series) by a Mortgage and Deed of Trust, dated November 1, 1944 (herein, together with any indentures supplemental thereto, including, but not by way of limitation, the indentures supplemental thereto dated February 1, 1947, May 20, 1947, September 1, 1947, September 1, 1948, October 4, 1949, February 1, 1950, July 19, 1950, December 1, 1950, March 1, 1952, May 1, 1953, July 1, 1954, October 1, 1954, June 1, 1957, May 1, 1960, December 1, 1962, March 20, 1964 and July 1, 1965, called the "Mortgage"), executed by the Company to Guaranty Trust Company of New York (now Morgan Guaranty Trust Company of New York), as Trustee, to which reference is made for a description of the property mortgaged, the nature and extent of the security, the rights of the holders of the bonds and of the Company in respect thereof, the rights, duties and immunities of the Trustee, and the terms and conditions upon which the bonds are, and are to be, issued and secured. The Mortgage contains provisions permitting the holders of not less than seventy-five per centum (75%) in principal amount of all the bonds at the time outstanding, determined and evidenced as provided in the Mortgage, or in case the rights under the Mortgage of the holders of bonds of one or more, but less than all, of the series of bonds outstanding shall be affected, the holders of not less than seventy-five per centum (75%) in principal amount of the outstanding bonds of such one or more series affected, except that if any such action would affect the bonds of two or more series, the holders of not less than seventy-five per centum (75%) in principal amount of outstanding bonds

of such two or more series, which need not include seventy-five per centum (75%) in principal amount of outstanding bonds of each of such series, determined and evidenced as provided in the Mortgage, on behalf of the holders of all the bonds to waive any past default under the Mortgage and its consequences except a completed default, as defined in the Mortgage, in respect of the payment of the principal of or interest on any bond or default arising from the creation of any lien ranking prior to or equal with the lien of the Mortgage on any of the mortgaged property, subject to the condition that, in case the rights of the holders of less than all of the series of bonds outstanding shall be affected, no waiver of any past default or its consequences shall be effective unless approved by the holders of not less than a majority of all the bonds at the time outstanding. The Mortgage also contains provisions permitting the Company and the Trustee, with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of all the bonds at the time outstanding, determined and evidenced as provided in the Mortgage, or in case the rights under the Mortgage of the holders of bonds of one or more, but less than all, of the series of bonds outstanding shall be affected, then with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of the outstanding bonds of such one or more series affected, except that if any such action would affect the bonds of two or more series, the holders of not less than seventy-five per centum (75%) in principal amount of outstanding bonds of each of such series, determined and evidenced as provided in the Mortgage, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Mortgage or modifying in any manner the rights of the holders of the bonds and coupons; provided, however, that no such supplemental indenture shall (i) extend the fixed maturity of any bonds, or reduce the rate or extend the time of payment of interest thereon, or reduce the principal amount thereof, without the consent of the holder of each bond so affected, or (ii) reduce the aforesaid percentage of bonds, the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all bonds then outstanding, or (iii) permit the creation of any lien ranking prior to or equal with the lien of the Mortgage on any of the mortgaged property, or (iv) deprive the holder of any outstanding bond of the lien of the Mortgage on any of the mortgaged property. Any such waiver or consent by the registered holder of this bond (unless effectively revoked as provided in the Mortgage) shall be

conclusive and binding upon such holder and upon all future holders of this bond, irrespective of whether or not any notation of such waiver or consent is made upon this bond.

No reference herein to the Mortgage and no provision of this bond or of the Mortgage shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this bond at the time and place and at the rate and in the coin or currency herein prescribed.

The coupon bonds of the 1995 Series are issuable in the denomination of \$1,000. The fully registered bonds of the 1995 Series are issuable in denominations of \$1,000 and any multiple of \$1,000 authorized by the Board of Directors of the Company. At the office or agency to be maintained by the Company in said Borough of Manhattan and in the manner, subject to the limitations, and upon payment of the charges provided in the Mortgage, coupon bonds of such series, with all unmatured coupons and any matured coupons in default thereunto appertaining, may be exchanged for a like aggregate principal amount of fully registered bonds of such series, and fully registered bonds of such series may be exchanged for a like aggregate principal amount of coupon bonds of such series bearing all unmatured coupons and any matured coupons in default or for a like aggregate principal amount of fully registered bonds of such series of other authorized denominations.

The bonds of the 1995 Series may be redeemed, at the option of the Company, on any date prior to maturity, as a whole, or from time to time in part, upon publication at least once in each of four successive calendar weeks upon any business day of each such calendar week, of notice of such redemption in a newspaper printed in the English language and customarily published on each business day and of general circulation in said Borough of Manhattan, and in certain cases by the mailing of such notice, the first publication or mailing, as the case may be, to be not less than thirty days and not more than ninety days before such redemption date, all as provided in the Mortgage (provided, however, that if all the bonds of the 1995 Series at the time outstanding shall be fully registered bonds or coupon bonds registered as to principal, such publication need not be made, but, in lieu thereof, such notice may be given by mailing the same to each such registered holder directed to his registered address not less than thirty days and not more than ninety days before the redemption date), at the redemption prices (expressed in percentages of the prin-

principal amount) set forth in the following table under “Regular Redemption Prices”; and the bonds of the 1995 Series are also subject to redemption on any date prior to maturity, in the cases hereinafter specified, on like publication (or mailing) of notice of such redemption, all as provided in the Mortgage, at the lower scale of redemption prices (expressed in percentages of the principal amount) set forth in the following table under “Lower Scale Redemption Prices”; together, in each case, with accrued interest to the date of redemption:

[There will be inserted here, in all fully registered bonds of the 1995 Series, the same table of redemption prices and corresponding dates as is set forth in this Supplemental Indenture under Article I, Section 1.]

Redemption as a whole at said lower scale of redemption prices may be effected, as more fully provided in Section 8.08 of the Mortgage, in the event (a) that all the outstanding common stock of the Company shall be acquired by some governmental body or instrumentality and the Company elects to redeem all the bonds of all series, the redemption date in any such event to be not more than one hundred twenty days after the date on which all said stock is so acquired, or (b) that all or substantially all of the mortgaged property (constituting bondable property as defined in the Mortgage) which at the time shall be subject to the lien of the Mortgage as a first lien shall be released from the lien of the Mortgage pursuant to the provisions thereof, and available moneys in the hands of Morgan Guaranty Trust Company of New York, or its successor, as Trustee, including any moneys deposited by the Company for the purpose, are sufficient to redeem all the bonds of all series at the redemption prices (together with accrued interest to the date of redemption) specified therein applicable to the redemption thereof upon the happening of such event. Redemption as a whole, or from time to time in part, at said lower scale of redemption prices may also be effected out of cash deposited pursuant to Sections 5.07 and 5.08 of the Mortgage, the premium, if any, and accrued interest in case of any such redemption to be paid out of cash deposited by the Company for the purpose.

The Mortgage provides that any notice of redemption of bonds may state that it is subject to the receipt of the redemption moneys by the Trustee before the date fixed for redemption and such notice shall be of no effect unless such moneys are received before such date.

The Mortgage provides that if the Company shall deposit with Morgan Guaranty Trust Company of New York, or its successor, as

Trustee in trust for the purpose, funds sufficient to pay the principal of all of the bonds of any series, or such of the bonds of any series as have been or are to be called for redemption (including any portions, constituting \$1,000 or a multiple thereof, of fully registered bonds), and premium, if any, thereon, and all interest payable on such bonds (or portions) to the date on which they become due and payable at maturity or upon redemption or otherwise, and complies with the other provisions of the Mortgage in respect thereof, then from the date of such deposit such bonds (or portions) shall no longer be secured by the lien of the Mortgage.

The Mortgage provides that, upon any partial redemption of a fully registered bond, upon surrender thereof endorsed for transfer, new bonds of the same series and of authorized denominations in principal amount equal to the unredeemed portion of such fully registered bond will be delivered in exchange therefor.

The principal hereof may be declared or may become due prior to the express date of the maturity hereof on the conditions, in the manner and at the time set forth in the Mortgage, upon the occurrence of a completed default as in the Mortgage provided.

This bond is transferable as prescribed in the Mortgage by the registered holder hereof in person, or by his duly authorized attorney, at the principal office of the Trustee in said Borough of Manhattan, upon surrender and cancellation of this bond, and upon payment, if the Company shall require it, of the transfer charges prescribed in the Mortgage, and thereupon, a new fully registered bond or bonds of authorized denominations of the same series and for the same aggregate principal amount will be issued to the transferee in exchange herefor as provided in the Mortgage. The Company and the Trustee, any paying agent and any bond registrar may deem and treat the person in whose name this bond is registered as the absolute owner hereof, whether or not this bond shall be overdue, for the purpose of receiving payment and for all other purposes and neither the Company nor the Trustee nor any paying agent nor any bond registrar shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Mortgage or under or upon any obligation, covenant or agreement contained in the Mortgage, against any incorporator, or any past, present or future subscriber to the capital stock, stockholder, officer or director, as such,

of the Company or of any predecessor or successor corporation, either directly or through the Company or any predecessor or successor corporation, under any present or future rule of law, statute or constitution or by the enforcement of any assessment or otherwise, all such liability of incorporators, subscribers, stockholders, officers and directors, as such, being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Mortgage.

This bond shall not become valid or obligatory for any purpose until Morgan Guaranty Trust Company of New York, or its successor, as Trustee under the Mortgage, shall have signed the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, METROPOLITAN EDISON COMPANY has caused this bond to be signed in its name by its President or one of its Vice Presidents and its corporate seal, or a facsimile thereof, to be affixed hereto and attested by its Secretary or one of its Assistant Secretaries.

Dated:

METROPOLITAN EDISON COMPANY,

By
President.

Attest:

.....
Secretary.

[FORM OF TRUSTEE'S AUTHENTICATION CERTIFICATE
ON BONDS OF THE 1995 SERIES]

TRUSTEE'S AUTHENTICATION CERTIFICATE

This bond is one of the bonds, of the series herein designated, provided for in the within-mentioned Mortgage.

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,
TRUSTEE

By
Authorized Officer.

ARTICLE III.

SUBJECTING CERTAIN PROPERTY SPECIFICALLY
TO THE LIEN OF THE MORTGAGE.

AND THIS SUPPLEMENTAL INDENTURE FURTHER WITNESSETH: That in consideration of the premises, and of the sum of One dollar (\$1.00) to the Company duly paid by the Trustee at or before the ensealing and delivery of these presents, Metropolitan Edison Company has granted, bargained, sold, aliened, enfeoffed, released, conveyed, assigned, transferred, pledged, set over and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release, convey, assign, transfer, pledge, set over and confirm, unto Morgan Guaranty Trust Company of New York, as Trustee, and to its successors and assigns forever, all of the following described property, to wit:

FIRST.

PARCEL NUMBER ONE

GREENMOUNT DISTRIBUTION SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Cumberland, Adams County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the westerly boundary line of a 50 foot wide public road known as Legislative Route 298 linking Greenmount and Gettysburg, said monument marking a corner of lands now or formerly of M. Barach and being distant 104 feet measured in a south-westerly direction along the centerline of said Legislative Route 298 from the intersection of said centerline with the centerline of a second public road known as Legislative Route 01002, said monument being also distant 25 feet from and measured perpendicular to the centerline of said Legislative Route 298; thence along the aforesaid lands now or formerly of M. Barach and lands now or formerly of James F. Riley North 53 degrees 42 minutes West 150.40 feet to a monument; thence still along lands now or formerly of the said James F. Riley the following two (2) courses and distances, namely: (1) North 40 degrees 30 minutes East 131.02 feet to a monument; (2) South 49 degrees 30 minutes East 150 feet to a monument in the aforesaid westerly boundary

line of Legislative Route 298; thence along the said westerly boundary line, parallel and distant 25 feet from the centerline of said Legislative Route 298, South 40 degrees 30 minutes West 120 feet to the monument, the place of beginning. Containing 0.432 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by James F. Riley and Margaret A. Riley, his wife, by deed dated September 3, 1964, and recorded September 3, 1964, in the Office for the Recording of Deeds in and for Adams County, Pennsylvania, in Deed Book 248, page 921.

PARCEL NUMBER TWO

NEW ORRTANNA DISTRIBUTION SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Highland, Adams County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the easterly boundary line of a 40 foot wide public road known as Legislative Route 01017, linking Orrtanna and Route 116, said monument being distant 228.78 feet measured in a northwesterly direction along the said easterly boundary line of Legislative Route 01017 from the intersection of the said easterly boundary line and the southerly boundary line of lands now or formerly of John C. Biesecker; thence along said easterly boundary line of Legislative Route 01017 the following three (3) courses and distances, namely: (1) North 25 degrees 57 minutes West 193.45 feet to a monument; (2) North 24 degrees 57 minutes West 189.63 feet to a monument; (3) by a line curving to the right having a radius of 1,400.84 feet, a chord bearing of North 19 degrees 16 minutes West 162.06 feet, a distance along the arc of the curve of 162.172 feet to a monument; thence leaving said Legislative Route 01017 and along lands now or formerly of John C. Biesecker the following three (3) courses and distances, namely: (1) North 73 degrees 2 minutes East 600 feet to a monument; (2) South 16 degrees 58 minutes East 499.75 feet to a monument; (3) South 68 degrees 45 minutes West 538.5 feet to the monument, the place of beginning. Containing 6.889 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by John Clifford Biesecker and Mary I. Biesecker, his wife, by deed dated April 12, 1965, and recorded April 12, 1965, in the

Office for the Recording of Deeds in and for Adams County, Pennsylvania, in Deed Book 250, page 868.

PARCEL NUMBER THREE

ADDITION TO SEVENTH STREET GARAGE AND STOREHOUSE SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate on the westerly side of Lemon Street between Franklin Street and Chestnut Street, being No. 114 and No. 116 Lemon Street in the City of Reading, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point marking the intersection of the southerly building line of a 10 foot wide alley and the westerly building line of a 20 foot wide street known as Lemon Street, said 10 foot wide alley and said Lemon Street being more clearly shown on the topographical survey of the City of Reading, said point being also distant 125.19 feet measured in a southerly direction along the said westerly building line of Lemon Street from the intersection of said westerly building line and the southerly building line of Franklin Street, also shown on the topographical survey of the said City of Reading; thence along the said westerly building line of Lemon Street in a southerly direction forming an interior angle of 90 degrees 10 minutes 40 seconds with the aforesaid southerly building line of the said 10 foot wide alley, a distance of 25.64 feet to a point marking the northeasternmost corner of other lands of Metropolitan Edison Company in a westerly direction forming an interior angle of 89 degrees 50 minutes with the last described line, a distance of 66 feet to a point; thence still along said lands of Metropolitan Edison Company in a northerly direction forming an interior angle of 90 degrees 10 minutes with the last described line, a distance of 25.63 feet to a point in the aforesaid southerly building line of the said 10 foot wide alley; thence along the said southerly building line in an easterly direction forming an interior angle of 89 degrees 49 minutes 20 seconds with the last described line, a distance of 66 feet to the point, the place of beginning. Containing 1692.24 square feet.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Vigenette R. McCarthy, single woman, by deed dated September 14, 1964, and recorded on September 14, 1964, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book No. 1453, page 51.

PARCEL NUMBER FOUR

NEW HAMBURG SERVICE BUILDING SITE

ALL THAT CERTAIN tract or parcel of land situate along the easterly side of Legislative Route 06127, known as South Fourth Street, in the Borough of Hamburg, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument on the easterly building line of South Fourth Street, said monument being a corner common to property now or formerly of John E. Rightmyer and the most northwesterly corner of the tract of land herein described, and being a distance of 101 feet, more or less, measured southerly in and along the said easterly building line of South Fourth Street from the intersection with the southerly topographical building line of Maple Street; thence leaving the said South Fourth Street and extending partly along the said property now or formerly of John E. Rightmyer and partly along property now or formerly of Elmer J. Correll South 83 degrees 12 minutes East 359.86 feet to a monument in the westerly topographical building line of Fifth Street extended; thence in and along the same South 3 degrees 10 minutes East 703.91 feet to a monument marking the intersection of the said westerly topographical building line of Fifth Street extended and the northerly building line of a proposed 60 foot wide street; thence in and along the same South 77 degrees West 426.74 feet to a monument marking the intersection of the said northern building line of the proposed 60 foot wide street and the easterly building line of the aforementioned South Fourth Street; thence in and along the same the following three (3) courses and distances, namely: (1) by a curve to the right having a central angle of 4 degrees 5 minutes 40 seconds, a radius of 5699.65 feet, the arc distance of 407.32 feet to the point of tangency; (2) North 2 degrees 25 minutes East a distance of 350.93 feet to a point of curvature; (3) by a curve to the left having a central angle of 1 degree 39 minutes 36 seconds, a radius of 2894.93 feet, the arc distance of 83.87 feet to the place of beginning. Containing 6.941 acres of land.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Joseph Alfred Bickel and Jennie Lucy Bickel, his wife, by deed dated March 9, 1965, and recorded March 9, 1965, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book Volume 1461, page 727.

PARCEL NUMBER FIVE

ADDITION TO NEW LEBANON OFFICE AND SERVICE BUILDING SITE

ALL THAT CERTAIN tract or parcel of land situate in the Township of South Lebanon, Lebanon County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the easterly boundary line of a public road known as Legislative Route A-2213 linking Lebanon and Schaefferstown, said monument marking the southwesterly corner of other lands of Metropolitan Edison Company and being distant 544.8 feet measured in a southeasterly direction along the said easterly boundary line of Legislative Route A-2213 from the intersection of said easterly boundary line of Legislative Route A-2213 and the southerly boundary line of Township Road T-393; thence along said lands of Metropolitan Edison Company North 58 degrees 5 minutes East 734.27 feet to a monument in lands now or formerly of Jacob H. Arnold; thence along said lands now or formerly of Jacob H. Arnold the following three (3) courses and distances, namely: (1) South 30 degrees 42 minutes East 466.23 feet to a monument; (2) North 57 degrees 57 minutes East 254.34 feet to a monument; (3) South 31 degrees 24 minutes East 822.34 feet to a monument marking a corner common to lands of the herein described premises, lands now or formerly of the said Jacob H. Arnold and lands now or formerly of Mark M. Ruhl; thence along lands now or formerly of the said Mark M. Ruhl the following two (2) courses and distances, namely: (1) South 22 degrees 5 minutes East 386.3 feet to a monument; (2) South 69 degrees 7 minutes West 938.08 feet to a monument in the easterly boundary line of the aforesaid Legislative Route A-2213; thence along the said easterly boundary line North 31 degrees 19 minutes West 743.23 feet to a monument marking the southwesterly corner of lands now or formerly of George S. Kunder; thence along lands now or formerly of the said George S. Kunder the following three (3) courses and distances, namely: (1) North 58 degrees 41 minutes East 203.07 feet to a monument; (2) North 31 degrees 21 minutes West 266.15 feet to a monument; (3) South 57 degrees 55 minutes West 203.03 feet to a monument in the easterly boundary line of the aforesaid Legislative Route A-2213; thence along the said easterly boundary line North 31 degrees 19 minutes West 482.67 feet to the monument, the place of beginning. Containing 31.60 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Jacob H. Arnold, widower, by deed dated November 16, 1964, and recorded November 16, 1964, in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Deed Book 43, page 461.

PARCEL NUMBER SIX

BANGOR DISTRICT HEADQUARTERS AND SERVICE BUILDING SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Borough of Bangor, Northampton County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the easterly boundary line of a 40 foot wide street known as South First Street, said monument being a distance of 353 feet measured along the said easterly boundary line in a southerly direction from the intersection of said easterly boundary line and the southerly boundary line of a 40 foot wide street known as Chestnut Street; thence leaving South First Street and along lands now or formerly of Owens Monumental Company South 83 degrees 57 minutes East 145.78 feet to a monument in line of lands now or formerly of Bangor Gas Company; thence along said lands now or formerly of Bangor Gas Company the following two (2) courses and distances, namely: (1) South 6 degrees 24 minutes 20 seconds West 204.22 feet to a monument; (2) South 83 degrees 35 minutes 40 seconds East 75 feet to a point at or near the center of Martins Creek; thence in and along the center of said Martins Creek and along lands now or formerly of Erie-Lackawanna Railroad Company in a southerly direction by a meandering line 670 feet, more or less, to a point, a corner of lands now or formerly of Thomas O. Werner; thence along said lands now or formerly of Thomas O. Werner North 83 degrees 57 minutes West 25 feet to a monument marking a corner of other lands of Metropolitan Edison Company; thence along said lands of Metropolitan Edison Company the following two (2) courses and distances, namely: (1) North 6 degrees 3 minutes East 425 feet to a monument; (2) North 83 degrees 57 minutes West 50 feet to a monument in the aforesaid easterly boundary line of South First Street; thence along the said easterly boundary line of South First Street North 6 degrees 3 minutes East 431.8 feet to the monument, the place of beginning. Containing 2.192 acres, more or less.

SUBJECT, NEVERTHELESS, to any rights of the Borough of Bangor and Bangor Borough Sewer Authority in connection with the existing concrete storm sewer on said premises.

BEING a part of the same premises granted and conveyed unto Metropolitan Edison Company by Raymond E. Sypher and Anna M. Sypher, his wife, by deed dated May 8, 1964, and recorded May 18, 1964, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book Vol. 217, page 229.

PARCEL NUMBER SEVEN

CHURCHVILLE DISTRIBUTION SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land situate in the Township of Forks, Northampton County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the southerly boundary line of a public township road #621 leading from Legislative Route 48024 to Churchville, said point being a distance of 220 feet measured along the said southerly boundary line in a westerly direction from the centerline of the aforesaid Legislative Route 48024; thence along lands now or formerly of Penn Dunbrik Products, Inc. the following three (3) courses and distances, namely: (1) South zero degrees 36 minutes West 100 feet to a point; (2) North 89 degrees 24 minutes West 150 feet to a point; (3) North zero degrees 36 minutes East 100 feet to a point in the aforesaid southerly boundary line of public township road #621; thence along said southerly boundary line South 89 degrees 24 minutes East 150 feet to the point, the place of beginning. Containing 15,000 square feet.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Penn Dunbrik Products, Inc. by deed dated April 27, 1965, and recorded April 27, 1965, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book 240, page 328.

PARCEL NUMBER EIGHT

EDGEWOOD DISTRIBUTION SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Springettsbury, York County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the easterly boundary line of a 60 foot wide public road, known as Legislative Route 66020, linking

Windsor and East York, said monument being in line of lands now or formerly of Albert H. Campbell and being also distant 40 feet measured from and perpendicular to the center line of said Legislative Route 66020; thence along lands now or formerly of the said Albert H. Campbell South 85 degrees 34 minutes East 517.30 feet to a monument in line of lands now or formerly of Clayton Dietz; thence along said lands now or formerly of Clayton Dietz South 21 degrees 19 minutes 15 seconds East 51.06 feet to a monument in the northerly line of Longview Heights Development; thence along said Longview Heights Development South 77 degrees 08 minutes 43 seconds West 598.79 feet to a monument in the aforementioned easterly boundary line of Legislative Route 66020; thence along the said easterly boundary line by a line curving to the right, having a radius of 2824.93 feet and a chord whose bearing is North 12 degrees 36 minutes 36 seconds East and distance is 227.25 feet, a distance along the arc of the curve of 227.29 feet to the monument, the place of beginning. Containing 1.70 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Noah A. Lease and Lottie E. Lease, his wife, by deed dated April 17, 1964, and recorded April 17, 1964, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book 55, Volume V, page 494.

PARCEL NUMBER NINE

INTERCHANGE DISTRIBUTION SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Manchester, York County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the westerly boundary line of a public road known as Legislative Route 66021, linking Manchester and Church Road, said monument being distant 25 feet from and measured perpendicular to the centerline of said Legislative Route 66021 and being also in line of lands now or formerly of York Lintel and Cast Stone Inc.; thence along said lands now or formerly of York Lintel and Cast Stone Inc. South 70 degrees 34 minutes West 100 feet to a monument; thence along lands now or formerly of Glenn D. Flinchbaugh the following two (2) courses and distances, namely: (1) North 19 degrees 26 minutes West 90 feet to a monument; (2) North 70 degrees 34 minutes East 100 feet to a monument in the aforesaid

westerly boundary line of Legislative Route 66021; thence along said westerly boundary line 25 feet from and parallel to the centerline of said Legislative Route 66021 South 19 degrees 26 minutes East 90 feet to the monument, the place of beginning. Containing 0.207 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Glenn D. Flinchbaugh and Patricia A. Flinchbaugh, his wife, by deed dated April 26, 1965, and recorded April 26, 1965, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book 57-Q, page 409.

PARCEL NUMBER TEN

YORK NEW SALEM DISTRIBUTION SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of North Codorus, York County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in line of lands now or formerly of Ray E. Brenneman and in the easterly boundary line of a public road known as Legislative Route 492 linking Seven Valleys and New Salem, said monument being distant 30 feet from and measured perpendicular to a point in the centerline of said Legislative Route 492, which point is distant 163.03 feet measured in a northerly direction along the centerline of Legislative Route 492 from the intersection of the said centerline of Legislative Route 492 and the centerline of Legislative Route 66195 linking Legislative Route 492 and Brillhart Station; thence along the easterly boundary line of said Legislative Route 492 by a line curving to the right, having a radius of 1402.69 feet a chord of the curve of North 13 degrees 28 minutes West and distance of 69.01 feet, a distance along the arc of the curve of 69.04 feet to a monument in line of lands now or formerly of Edna Brenneman; thence along said lands now or formerly of Edna Brenneman North 87 degrees 15 minutes East 86.17 feet to a monument in line of lands now or formerly of the said Ray E. Brenneman; thence along said lands now or formerly of Ray E. Brenneman the following two (2) courses and distances, namely: (1) South 12 degrees 13 minutes East 60 feet to a monument; (2) South 81 degrees 12 minutes West 83.69 feet to the monument, the place of beginning. Containing 0.125 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Ray E. Brenneman and Florence Brenneman, his wife, by deed dated July 8, 1964, and recorded July 8, 1964, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book 56, Volume G, page 404.

PARCEL NUMBER ELEVEN

RIGHT OF WAY

ALL THAT CERTAIN tract or parcel of land situate in the Township of Lower Windsor, York County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the northerly boundary line of a 33 foot wide public road known as Legislative Route 66019 linking York and Yorkanna, said monument being distant 450 feet, more or less, measured in an easterly direction along the centerline of said Legislative Route 66019 from the intersection of said centerline and the centerline of a public township road No. 770, said monument being also distant 16.5 feet from and measured perpendicular to the centerline of Legislative Route 66019 and marking a corner of lands now or formerly of Samuel A. Newcomer; thence along said lands now or formerly of Samuel A. Newcomer the following two (2) courses and distances, namely: (1) North 5 degrees 30 minutes West 133.44 feet to a monument; (2) North 89 degrees 18 minutes East 60 feet to a monument in line of lands now or formerly of Clarence Gohn; thence along said lands now or formerly of Clarence Gohn South 5 degrees 30 minutes East 133.44 feet to an iron pin in the aforementioned northerly boundary line of Legislative Route 66019; thence along said northerly boundary line South 89 degrees 18 minutes West 60 feet to the monument, the place of beginning. Containing 0.183 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Walter Gohn, single man, and Raymond E. Sypher and Anna M. Sypher, his wife, by deed dated February 2, 1965, and recorded February 11, 1965, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book 57, Volume H, page 471.

SECOND.

Also all property of the character and nature specified in the "SECOND", "THIRD", "FOURTH" and "FIFTH" subdivisions of the granting clauses of the Original Indenture acquired by the Company subsequent to the execution and delivery thereof and not heretofore disposed of in accordance with the terms thereof.

GENERAL SUBJECT CLAUSES.

SUBJECT, HOWEVER, to the reservations, exceptions, conditions, limitations and restrictions contained in the several deeds, franchises and contracts or other instruments through which the Company acquired or claims title to or enjoys the use of said properties; to statutory and municipal requirements relating to land and buildings; to the rights of the public and others in streets, roads and highways, opened, or laid out but unopened, crossing or bounding any of the said parcels; to the rights of owners abutting thereon in any stream, drain or ditch crossing or bounding any of the said parcels; to the rights of the Commonwealth of Pennsylvania in and to any of the lands located in any streams or rivers abutting any of the said parcels; and to the rights of electric, gas, telephone and telegraph companies to maintain and operate pole lines and gas mains over or through any of the said parcels or on or in the streets, roads or highways, abutting thereon as the same existed at the time of acquisition of said parcels by the Company; and to any easements visible on the ground at the time of such acquisition, but not evidenced by recorded agreements or grants.

EXCEPTED PROPERTY.

EXPRESSLY EXCEPTING AND EXCLUDING, HOWEVER, from this Supplemental Indenture and from the lien and operation hereof, all property of every kind and type excepted and excluded from the Original Indenture by subdivision III under the heading "Excepted Property" therein to the extent there indicated and reference is hereby made to said Original Indenture for a description thereof.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the property covered by this Supplemental Indenture or intended so to be, or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 9.01 of the Original Indenture) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the property covered by this Supplemental Indenture or intended so to be and every part and parcel thereof.

TO HAVE AND TO HOLD the property covered by this Supplemental Indenture or intended so to be to the Trustee, its successors and assigns, forever, upon and subject to the trusts, uses, conditions, covenants and provisions of the Mortgage.

ARTICLE IV.

MISCELLANEOUS.

SECTION 1. The Trustee, for itself and its successors in said trusts, hereby accepts the conveyance, transfer and assignment of the property included in this Supplemental Indenture upon the trusts, terms and conditions expressed in the Mortgage.

SECTION 2. This Supplemental Indenture shall be simultaneously executed in several counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, METROPOLITAN EDISON COMPANY, party of the first part, has caused this instrument to be signed in its name and behalf by its President and its corporate seal to be hereunto affixed and attested by its Secretary, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, party of the second part, in token of its acceptance of the trust hereby created, has caused this instrument

to be signed in its name and behalf by a Vice President and its corporate seal to be hereunto affixed and attested by an Assistant Secretary, all as of the day and year first above written.

METROPOLITAN EDISON COMPANY,

[CORPORATE SEAL]

By /s/ W. R. SNYDER

W. R. Snyder, *President.*

Attest:

/s/ R. E. SYPHER

R. E. Sypher, *Secretary.*

Signed, sealed and delivered by said Metropolitan Edison Company in the presence of:

/s/ D. P. COOLEY

D. P. Cooley

/s/ M. KOWALEWSKI

M. Kowalewski

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,

[CORPORATE SEAL]

By /s/ W. L. BAKER

W. L. Baker, *Vice President.*

Attest:

/s/ P. A. FRITH

P. A. Frith, *Asst. Secretary.*

Signed, sealed and delivered by said Morgan Guaranty Trust Company of New York in the presence of:

/s/ D. P. COOLEY

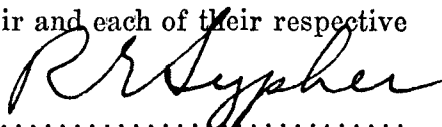
D. P. Cooley

/s/ M. KOWALEWSKI

M. Kowalewski


STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 21st day of July, 1965, before me, the subscriber, a Notary Public of the State of New York, residing in New York, New York, personally appeared R. E. SYPHER, Secretary of METROPOLITAN EDISON COMPANY, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the foregoing Supplemental Indenture was duly sealed and delivered by W. R. SNYDER, President of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation; and that the names of this deponent as Secretary and of W. R. SNYDER as President of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.



.....
R. E. Sypher, *Secretary*.

Sworn to and subscribed before me the day and year aforesaid.


.....
J. NOEL CREAN
Notary Public, State of New York
No. 31-5853985
Qualified in New York County
Commission Expires March 30, 1966

[NOTARIAL SEAL]

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 21st day of July, 1965, before me, the subscriber, a Notary Public of the State of New York, residing in New York, New York, personally appeared P. A. FRITH, Assistant Secretary of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the foregoing Supplemental Indenture was duly sealed and delivered by W. L. BAKER, Vice President of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation; and that the names of this deponent as Assistant Secretary and of W. L. BAKER, as Vice President of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

.....
P. A. Frith, Asst. Secretary

Sworn to and subscribed before me the day and year aforesaid. I am not a director or officer of said Morgan Guaranty Trust Company of New York.

.....
J. NOEL CREAN
Notary Public, State of New York
No. 31-5853985
Qualified in New York County
Commission Expires March 30, 1966

[NOTARIAL SEAL]

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 21st day of July, 1965, before me, the subscriber, a Notary Public of the State of New York, residing in New York, New York, personally appeared R. E. SYPHER, Secretary of METROPOLITAN EDISON COMPANY, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the foregoing Supplemental Indenture was duly sealed and delivered by W. R. SNYDER, President of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation; and that the names of this deponent as Secretary and of W. R. SNYDER as President of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

/s/ R. E. SYPHER

R. E. Sypher, *Secretary*.

Sworn to and subscribed before me the day and year aforesaid.

/s/ J. NOEL CREAN

J. NOEL CREAN
Notary Public, State of New York
No. 31-5853985
Qualified in New York County
Commission Expires March 30, 1966

[NOTARIAL SEAL]

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 21st day of July, 1965, before me, the subscriber, a Notary Public of the State of New York, residing in New York, New York, personally appeared P. A. FRITH, Assistant Secretary of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the foregoing Supplemental Indenture was duly sealed and delivered by W. L. BAKER, Vice President of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation; and that the names of this deponent as Assistant Secretary and of W. L. BAKER, as Vice President of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

/s/ P. A. FRITH

P. A. Frith, *Asst. Secretary*

Sworn to and subscribed before me the day and year aforesaid. I am not a director or officer of said Morgan Guaranty Trust Company of New York.

/s/ J. NOEL CREAN

J. NOEL CREAN
Notary Public, State of New York
No. 31-5853985
Qualified in New York County
Commission Expires March 30, 1966

[NOTARIAL SEAL]

RECORDING DATA OF
METROPOLITAN EDISON COMPANY'S
SUPPLEMENTAL INDENTURE DATED JULY 1, 1965

<u>County</u>	<u>Date</u>	<u>Time</u> (E.S.T.)	<u>Place of Recording</u>
Adams	7/23/65	1:06 P.M.	Mortgage Book Vol. 11, Page 281
Berks	7/22/65	1:25 P.M.	Mortgage Book No. 1043, Page 1117
Bucks	7/23/65	3:18 P.M.	Mortgage Book 1611, Page 678
Chester	7/24/65	8:46 A.M.	Mortgage Book P 31, Page 45
Cumberland	7/23/65	2:46 P.M.	Mortgage Book Vol. 471, Page 892
Dauphin	7/23/65	12:45 P.M.	Mortgage Book A, Vol. 45, Page 437
Lancaster	7/23/65	8:35 A.M.	Mortgage Book Vol. 856, Page 178
Lebanon	7/23/65	8:30 A.M.	Mortgage Book 267, Page 693
Lehigh	7/23/65	10:51 A.M.	Mortgage Book Vol. 944, Page 164
Monroe	7/23/65	10:58 A.M.	Mortgage Book Vol. 180, Page 201
Montgomery	7/22/65	1:22 P.M.	Mortgage Book 3449, Page 455
Northampton	7/22/65	1:37 P.M.	Mortgage Book Vol. 817, Page 175
Perry	7/23/65	10:45 A.M.	Mortgage Book 47, Page 276
Pike	7/23/65	12:54 P.M.	Mortgage Book No. 94, Page 293
York	7/23/65	10:26 A.M.	Mortgage Book 30-E, Page 411